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EXAMINER
NGUYEN, CUONG H

ART UNIT	PAPER NUMBER
3625	

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Please find below and/or attached an Office communication concerning this application or proceeding.

PTO-90C (Rev. 07-01)

Office Action Summary	Application No. 09/482,932	Applicant(s) Marcus Peinado et al.
	Examiner Cuong H. Nguyen	Art Unit 3625

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE ___3___ MONTH(S) FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136 (a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If the period for reply specified above is less than thirty (30) days, a reply within the statutory minimum of thirty (30) days will be considered timely.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133).
- Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

1) ☒ Responsive to communication(s) filed on *May 15, 2003* _____ .

2a) ☒ This action is **FINAL**. 2b) ☐ This action is non-final.

3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11; 453 O.G. 213.

Disposition of Claims

4) ☒ Claim(s) *106-163* _____ is/are pending in the application.

    4a) Of the above, claim(s) _____ is/are withdrawn from consideration.

5) ☐ Claim(s) _____ is/are allowed.

6) ☒ Claim(s) *106-163* _____ is/are rejected.

7) ☐ Claim(s) _____ is/are objected to.

8) ☐ Claims _____ are subject to restriction and/or election requirement.

Application Papers

9) ☐ The specification is objected to by the Examiner.

10) ☐ The drawing(s) filed on _____ is/are objected to by the Examiner.

11) ☐ The proposed drawing correction filed on _____ is: a) ☐ approved b) ☐ disapproved.

12) ☐ The oath or declaration is objected to by the Examiner.

Priority under 35 U.S.C. § 119

13) ☐ Acknowledgement is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d).

    a) ☐ All b) ☐ Some* c) ☐ None of:

      1. ☐ Certified copies of the priority documents have been received.

      2. ☐ Certified copies of the priority documents have been received in Application No. _____ .

      3. ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

    *See the attached detailed Office action for a list of the certified copies not received.

14) ☒ Acknowledgement is made of a claim for domestic priority under 35 U.S.C. § 119(e).

Attachment(s)

15) ☐ Notice of References Cited (PTO-892)

16) ☐ Notice of Draftsperson's Patent Drawing Review (PTO-948)

17) ☐ Information Disclosure Statement(s) (PTO-1449) Paper No(s). _____

18) ☐ Interview Summary (PTO-413) Paper No(s). _____

19) ☐ Notice of Informal Patent Application (PTO-152)

20) ☐ Other: _____

DETAILED ACTION

1.   This Office Action is the answer to the communication received at USPTO

on 5/15/2003.

2.   Claims 106-163 are pending in this application.

Response:

3.   Applicants' arguments file on 5/13/2003 with respect to claims 106-163

have been fully considered but are unpersuasive. The examiner withdraws 35

U.S.C. § 101 and 112, 2nd para. rejections. After reviewing this Office Action, if

an interview is necessary, the applicants may call to set-up an in-person

interview at a convenient time for the applicants and the examiner.

Applicants argue that: the invention claims "usage rights (i.e., a license

with license terms) are attached to digital works in the Stefik system", and both

the work and its attached license are transmitted from a provider to a client (pg.

3, para.3 of the request for reconsideration submitted on 5/13/2003). The

examiner submits that it is obvious with Stefik's invention for "not attaching" two

documents together for sending at one time; this is not an inventive concept.

On the same paragraph, the applicants argues that "the Stefik reference

does not disclose or suggest a license store for storing one license … inasmuch

as a Stefik license is attached to each Stefik digital work." The examiner

submits that creating a place/location to keep a document is obvious with

Stefik's invention because Stefik obviously suggest a task of storing.

For the argument on para. 2 of page 4 (paper #7), the examiner submits that

because in the case of "one license" ; there may be no need for a separate

license store; and the use of a license selector/evaluator for selecting

"among multiple licenses" would be not a case. Moreover, Stefik does

analogous "matching" for information; therefore, he suggests an act of

evaluating.

On para.3 of page 4 (paper # 7), the applicants argue that "......is not

available to be stored in any stage store, as is required by claims 106, 129,

and 152"; the examiner submits that it is would be obvious to store

"status"/state separately, this is not an inventive concept.

Claim Rejections - 35 USC § 103

The following is a quotation of 35 U.S.C.§ 103(a) which forms the basis

for all obviousness rejections set forth in this Office Action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negatived by the manner in which the invention was made.

4.   Claims **106-109** are rejected under 35 U.S.C.§ 103(a) as being

unpatentable over **Stefik** (US Pat. 5,715,403).

A. Re. To claim **106**: **Stefik**'s patent obviously suggests a digital rights

management (DRM) <u>system</u> operating on a computing device, the system

comprising:

- <u>a license store</u> for storing one or more digital licenses on the computing device;

- <u>a license evaluator</u> for determining whether any licenses stored in the license

store correspond to the requested digital content, for determining whether any

such corresponding licenses are valid, for reviewing license rules in each such

valid license, and for determining based on such reviewed license rules whether such license enables the requesting user to render the requested digital content in the manner sought, and

- <u>a state store</u> for maintaining state information corresponding to each license in the license store, the state information being created and updated by the license evaluator as necessary (see **Stefik**, US Pat.5,715,403, 2:21-43).

It would be obvious for one with ordinary skill in the art to implement **Stefik**'s patent to perform such specific functions, because components in this system claim must be distinguished from cited prior art in terms of structure rather than function.

<u>B. Re. To claim **107**</u>: **Stefik**'s patent obviously suggests a DRM system wherein the license evaluator is a secured/trusted component (i.e., only authorized person having access).

<u>C. Re. To claim **108**</u>: **Stefik**'s patent obviously suggests a DRM system wherein the license evaluator runs in a protected environment on the computing device such that the user is denied access to such license evaluator (i.e., only authorized person having access).

<u>D. Re. To claim **109**</u>: **Stefik**'s patent obviously suggests a DRM system wherein the license evaluator effectuates acquiring an enabling, valid license if no such enabling, valid license is located and if such enabling, valid license is available (see **Stefik**, 2:29-34, and "Since licenses are themselves digital works, the same mechanisms give the creators control over distributors by charging for licenses and putting time limits on their validity.").

5. Claims **110-112, 116, 120** are rejected under 35 U.S.C.§ 103(a) as being

unpatentable over **Stefik** (US Pat. 5,715,403), in view of **Krishnan** et al. (US

Pat.6,073,124).

A. Re. To claim **110**: **Krishnan**'s patent also suggests a DRM system wherein

the license evaluator refers to license acquisition information attached to the

digital content during effectuating acquiring an enabling, valid license, the

license acquisition information including data selected from a group consisting of

types of licenses available and a network site at which a license server may be

accessed (see **Krishnan** et al., Fig.11 and "The DCS client includes a download file, a

user interface library, a purchasing library, a secured content file, a DCS security information

file, and licensing code. There is a download file for each item of merchandise that can be

distributed electronically, which contains an executable boot program. The boot program is

responsible for determining what components need to be downloaded for a requested item of

merchandise. The secured content file contains the content that corresponds to the requested

item of merchandise. The content may be a computer program, data, or a combination of both.

For the purposes of this specification, "secure" or "secured" implies the use of cryptography or

other types of security, including the use of hardware. One or more of the remaining components

can be shared by several items of merchandise. For example, the user interface library, which

defines a user interface used to purchase and license merchandise, may be specific to an item

of merchandise or may be uniform for an entire online purchasing system. The purchasing

library, licensing code, and DCS security information file are used to interact with the DCS server

to properly license requested merchandise. In particular, the licensing code ensures that the

requested merchandise is not operable by the customer until it has been properly licensed by the

DCS server..."

Or "...The DCS server 302 includes a content supplier server 306, a licensing and purchasing

broker (server) 307, a password generation data repository 308, and a payment processing

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function 309. The licensing and purchasing broker 307 includes a separate licensing library 310

(passgen.dll),

which contains the code for generating an appropriate license in response to a request from the

virtual store. The licensing library 310 uses the password generation data repository 308 to

generate an electronic license"); (or see **Rabne** et al. (US Pat. 6,006,332), 8:20-23).

B. Re. To claim **111**: **Krishnan**'s patent also suggests a DRM system wherein

the license evaluator exchanges information with the license server during

acquisition of an enabling, valid license (see **Krishnan** et al., "The DCS server

generates an electronic license certificate, which contains license parameters (e.g., terms) that

are specific to the requested merchandise and to a desired purchasing option (such as trial use,

permanent purchase, or rental). The DCS server then sends the generated electronic license

certificate to the DCS client. Once a valid electronic license certificate for the requested

merchandise is received by the DCS client, the merchandise is made available to the customer

for use in accordance with the license parameters contained in the electronic license

certificate.").

C. Re. To claim **112**: **Krishnan**'s patent also suggests a DRM system comprising

a structure for performing encryption and decryption functions as part of the

evaluation of any license, the black box having a first unique public / private key

pair that is employed as part of the evaluation of any license, wherein the

license server refuses to issue a license to the license evaluator if the black box

is not current (see **Krishna** et al., "Once the potential customer is satisfied, the customer

can pay for and license the application program for more permanent use. If an application

program is distributed using the wrapping technique to potential customers for the purpose of try

and buy licensing, then, when the application program is decrypted and stored in a temporary

file, a software pirate can determine how to enable the disabled features or how to remove the license expiration data"

And "...certificate ("ELC") with licensing parameters that correspond to a particular item of merchandise. An electronic license certificate is encrypted electronic data that provides information that can be utilized to determine whether a particular customer is authorized to execute the merchandise...", and Figs. 9, 11).

D. Re. To claim **116**: The DRM system of claim 106 further comprising a box for performing encryption and decryption functions as part of the evaluation of any license (see **Krishnan** et al., "Once the potential customer is satisfied, the customer can pay for and license the application program for more permanent use. If an application program is distributed using the wrapping technique to potential customers for the purpose of try and buy licensing, then, when the application program is decrypted and stored in a temporary file, a software pirate can determine how to enable the disabled features or how to remove the license expiration data"

And "...certificate ("ELC") with licensing parameters that correspond to a particular item of merchandise. An electronic license certificate is encrypted electronic data that provides information that can be utilized to determine whether a particular customer is authorized to execute the merchandise...", and Figs. 9, 11).").

E. Re. To claim **120**: The DRM system of claim 116 wherein the license evaluator selects an enabling, valid license and works with the black box to obtain a decryption key (KD) from the selected license, and wherein the black box employs such decryption key (see **Krishnan** et al., "...when the downloaded (secured) content file is a computer program, licensing code is automatically invoked to verify the existence of, or obtain, a valid electronic license certificate for a requested item and to decrypt and execute the content file....").

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It would be obvious for one with ordinary skill in the art to implement

Stefik's patent with **Krishnan** et al.'s ideas to perform such specific functions,

because **Stefik** & **Krishnan** et al. were in the <u>same specific field of endeavor</u>,

and components in this system claim must be distinguished from cited prior art in

terms of structure rather than function.

6. Claims **113-115** are rejected under 35 U.S.C.§ 103(a) as being unpatentable

over **Stefik** (US Pat. 5,715,403), in view of **Krishnan** et al. (US Pat.6,073,124),

further in view of **Ginter** et al. (US Pat. 5,892,900).

<u>A. Re. To claim 113</u>: **Stefik**'s patent in view of **Krishnan** suggests a DRM

system wherein the license evaluator requests a current black box from a black

box server, receives the requested black box, and installs the received black box

on the computing device.

They may not expressly disclose a structure that having a second unique

public/private key pair different from the first unique public/private key pair.

However, **Ginter** et al. also suggest about a structure that having a

second unique public/private key pair different from the first unique

public/private key pair (see **Ginter** et al., claim 65:"... a secure storage area storing

information at least some of which is encrypted, said information including one or more

applications programs, each of said applications programs comprising one or more applications

modules, and at least two encrypted applications modules, one of said encrypted applications

modules having been encrypted using a first encryption key and a second of said encrypted

applications modules having been encrypted using a second encryption key different from said

first encryption key, and a non-secure storage area storing information;").

It would be obvious for one with ordinary skill in the art to implement

Stefik's patent with **Krishnan** et al.'s ideas, and **Ginter** et al.'s disclosure to

comprise such specific features, because **Stefik** & **Krishnan** et al., & **Ginter** et

al., were in the <u>same specific field of endeavor</u>, and components in this system

claim must be distinguished from cited prior art in terms of structure rather than

function.

<u>B. Re. To claim 114</u>: **Stefik's** patent in view of **Krishnan** suggests a license

evaluator receives an enabling, valid license from the license server and stores

the received license in the license store (see **Krishnan** et al., the abstract).

<u>C. Re. To claim 115</u>: **Stefik's** patent suggests a DRM system wherein in

determining whether the license enables the requesting user to render the

requested digital content in the manner sought, the license evaluator has access

to data on the computing device, such data being selected from a group

consisting of an identification of the computing device and/or particular aspects

thereof, an identification of the user and/or particular aspects thereof, an

identification of an application to be employed to render the digital content

and/or particular aspects thereof; a system clock; and combinations thereof (see

Stefik 2:21-43, "A system for ensuring that licenses are in place for using licensed products is

described in PCT Publication WO 93/01550 to Griswold entitled "License Management System

and Method." The licensed product may be any electronically published work but is most

effective for use with works that are used for extended periods of time such as software

programs. Griswold requires that the licensed product contain software to invoke a license check

monitor at predetermined time intervals. The license check monitor generates request datagrams

which identify the licensee. The request datagrams are sent to a license control system over an

appropriate communication facility. The license control system then checks the datagram to determine if the datagram is from a valid licensee. The license control system then sends a reply datagram to the license check monitor indicating denial or approval of usage. The license control system will deny usage in the event that request datagrams go unanswered after a predetermined period of time (which may indicate an unauthorized attempt to use the licensed product). In this system, usage is managed at a central location by the response datagrams. So for example if license fees have not been paid, access to the licensed product is terminated").

7. Claims **117-119, 121-128** are rejected under 35 U.S.C.§ 103(a) as being unpatentable over **Stefik** (US Pat. 5,715,403), in view of **Krishnan** et al., and further in view of **Ginter** et al. (US Pat. 5,892,900).

<u>A. Re. To claim 117</u>: **Stefik**'s patent does not expressly disclose a "black-box".

However, **Ginter** et al. disclose about a DRM system wherein a <u>black box is a trusted</u> component (see **Ginter** et al., "A distributed, secure, "virtual black box" comprised of nodes located at every user (including VDE content container creators, other content providers, client users, and recipients of secure VDE content usage information) site. The nodes of said virtual black box normally include a secure subsystem having at least one secure hardware element (a semiconductor element or other hardware module for securely executing VDE control processes), said secure subsystems being distributed at nodes along a pathway of information storage, distribution, payment, usage, and/or auditing.").

It would be obvious for one with ordinary skill in the art to implement **Stefik**'s patent, **Krishnan** et al.'s ideas, and **Ginter** et al.'s disclosure to comprise such specific features, because cited references were in the <u>same specific field of endeavor</u>, and components in this system claim must be distinguished from cited prior art in terms of structure rather than function.

B. Re. To claim **118**: **Stefik**'s patent also obviously suggests a DRM system wherein a structure/"black box" runs in a protected environment on a computing device such that the user is denied access to such structure (i.e., only authorized person having access).

C. Re. To claim **119**: The DRM system of claim 116 wherein the black box works in conjunction with the license evaluator to decrypt/encrypt information as part of the evaluation of any license (see **Krishnan** et al., "Once the potential customer is satisfied, the customer can pay for and license the application program for more permanent use. If an application program is distributed using the wrapping technique to potential customers for the purpose of try and buy licensing, then, when the application program is decrypted and stored in a temporary file, a software pirate can determine how to enable the disabled features or how to remove the license expiration data"

And "...certificate ("ELC") with licensing parameters that correspond to a particular item of merchandise. An electronic license certificate is encrypted electronic data that provides information that can be utilized to determine whether a particular customer is authorized to execute the merchandise...", and Figs. 9, 11).").

It would be obvious for one with ordinary skill in the art to implement **Stefik**'s patent, **Krishnan** et al.'s ideas, and **Ginter** et al.'s disclosure to comprise such specific features, because cited references were in the <u>same specific field of endeavor</u>, and components in this system claim must be distinguished from cited prior art in terms of structure rather than function.

D. Re. To claim **121**:   The DRM system of claim 116 wherein a structure/"black-box" decrypts the protected digital content when the license evaluator determines that a license in fact enables the requesting user to render

the requested digital content in the manner sought (see **Ginter** et al., "...Traveling objects may come with a quite limited usage related budget so that a user may use, in whole or part, content (such as a computer program, game, or database) and evaluate whether to acquire a license or further license or purchase object content..."

Or "...In this example, the Video Library 3402 control information allows publishers to extract objects from the Video Library product container and content control information enabling use of each extracted object during a calendar year if the object has a license cost of $50 or less, and is shorter than 45 minutes in duration, and 20,000 copies of each of any other extracted objects, and further requires all video objects to be VDE fingerprinted upon decryption.").

It would be obvious for one with ordinary skill in the art to implement **Stefik**'s patent, **Krishnan** et al.'s ideas, and **Ginter** et al.'s disclosure to comprise such specific features, because cited references were in the <u>same specific field of endeavor</u>, and components in this system claim must be distinguished from cited prior art in terms of structure rather than function.

<u>E. Re. To claim **122**</u>:   The DRM system of claim 121 wherein a structure/"black box" works in conjunction with the license evaluator to decrypt/encrypt information as part of the evaluation of any license, and wherein the black box has a unique public/private key pair (PU-BB, PRBB) that is employed as part of the evaluation of any license, and that is also employed to obtain a decryption key (see **Krishna** et al., "Once the potential customer is satisfied, the customer can pay for and license the application program for more permanent use. If an application program is distributed using the wrapping technique to potential customers for the purpose of try and buy licensing, then, when the application program is decrypted and stored in a temporary file, a software pirate can determine how to enable the disabled features or how to remove the license expiration data"

And "...certificate ("ELC") with licensing parameters that correspond to a particular item of merchandise. An electronic license certificate is encrypted electronic data that provides information that can be utilized to determine whether a particular customer is authorized to execute the merchandise...", and see Figs. 9, 11). (Note: **Ginter** et al., also suggest claim's limitation).

It would be obvious for one with ordinary skill in the art to implement **Stefik**'s patent, **Krishnan** et al.'s ideas, and **Ginter** et al.'s disclosure to comprise such specific features, because cited references were in the <u>same specific field of endeavor</u>, and components in this system claim must be distinguished from cited prior art in terms of structure rather than function(s).

F. Re. To claim **123-124**: A DRM system wherein <u>a license store is on a computing device</u>. The examiner submits that **Krishnan** et al. suggest this feature.

It would be obvious for one with ordinary skill in the art to implement **Stefik**'s patent, **Krishnan** et al.'s ideas, and **Ginter** et al.'s disclosure to comprise such specific features, because cited references were in the <u>same specific field of endeavor</u>, and components in this system claim must be distinguished from cited prior art in terms of structure rather than function(s).

G. Re. To claim **125**: The DRM system of claim 124 wherein the memory drive is selected from a group consisting of a <u>hard disk drive</u>, and <u>a network drive</u>. The examiner submits that **Krishnan** et al. suggest this feature; further more, any memory drive would have similar claimed storage capability.

It would be obvious for one with ordinary skill in the art to implement Stefik's patent, Krishnan et al.'s ideas, and Ginter et al.'s disclosure to comprise such specific features, because cited references were in the same specific field of endeavor, and components in this system claim must be distinguished from cited prior art in terms of structure rather than function(s).

H. Re. To claim 126:   The DRM system of claim 106 wherein the state store is a trusted component. The examiner submits that "state store" MUST be a trusted component in this field of application; therefore, this claim's feature is quite obvious.

It would be obvious for one with ordinary skill in the art to implement Stefik's patent, Krishnan et al.'s ideas, to comprise such specific features, because cited references were in the same specific field of endeavor, and components in this system claim must be distinguished from cited prior art in terms of structure rather than function(s).

I. Re. To claim 127: The DRM system of claim 126 wherein the state store runs in a protected environment on the computing device such that the user is denied access to such state store (e.g., DRM system that a user has no access to a state store). The examiner submits that there are modules in a computer system that only allow access to "need-to-know" people, e.g., content providers .etc.).

It would be obvious for one with ordinary skill in the art to implement Stefik's patent, Krishnan et al.'s ideas, to comprise such specific features, because cited references were in the same specific field of endeavor, and

components in this system claim must be distinguished from cited prior art in terms of structure rather than function(s).

<u>J. Re. To claim **128**</u>: The DRM system of claim 106 wherein the state store has <u>state information of each license</u> (e.g., active or in-active state).

The examiner submits that artisan would appreciate that a DRM system would have a feature of storing this "state" information because this is necessary in managing in knowing any license's condition.

8.   The examiner also submits that claimed features contain capabilities of cited computer systems for digital rights applications, because these claimed limitations are very broad that they are recognized to be included as software components of a digital rights management system (e.g., Stefik's invention); cited prior art limitations are not necessary spelled-out exactly claimed languages, because cited prior art is also directed to a similar system for managing digital rights. **Krishnan, Stefik, Ginter** et al, or IDS references are not limited to the described embodiments in their inventions. It is reasonable that modifications of the described method and system of the cited prior art would be apparent to those skilled in the art without departing from the scope and spirit of their inventions. Although their inventions have been described in connection with specific preferred embodiments, it should be understood that their invention as claimed should not be limited to such specific embodiments.

It would have been obvious to one of ordinary skill in the art at the time of invention to implement the system of **Stefik, Krishnan, Ginter** et al. with suggestions readily available in the art submitted in the IDS, because artisan in this specific field would appreciate these disclosed information for improvement of communication and security in a digital right management system (the

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examiner reminds that claims directed to apparatus/system must be distinguished from the prior art in terms of structure rather than function).

A. Re. To claim **129, 152**: This claim contains similar features as in claim **106**. Therefore, similar rationales and references set forth are applied for rejection under 35 U.S.C.§ 103(a).

B. Re. To claim **130**: This claim contains similar features as in claim **107**. Therefore, similar rationales and references set forth are applied for rejection under 35 U.S.C.§ 103(a).

C. Re. To claim **131**: This claim contains similar features as in claim **108**. Therefore, similar rationales and references set forth are applied for rejection under 35 U.S.C.§ 103(a).

D. Re. To claims **132, 153**: These claim contain similar features as in claim **109**. Therefore, similar rationales and references set forth are applied for rejection under 35 U.S.C.§ 103(a).

E. Re. To claims **133, 154**: These claims contain similar features as in claim **110**. Therefore, similar rationales and references set forth are applied for rejection under 35 U.S.C.§ 103(a).

F. Re. To claim **134, 155**: These claims contain similar features as in claim **111**. Therefore, similar rationales and references set forth are applied for rejection under 35 U.S.C.§ 103(a).

G. Re. To claim **135, 156**: These claims contain similar features as in claim **112**. Therefore, similar rationales and references set forth are applied for rejection under 35 U.S.C.§ 103(a).

H. Re. To claim **136, 157**: These claims contain similar features as in claim **113**. Therefore, similar rationales and references set forth are applied for rejection under 35 U.S.C.§ 103(a).

I. Re. To claim **137**: This claim contains similar features as in claim **114**. Therefore, similar rationales and references set forth are applied for rejection under 35 U.S.C.§ 103(a).

J. Re. To claims **138, 158**: These claims contain similar features as in claim **115**. Therefore, similar rationales and references set forth are applied for rejection under 35 U.S.C.§ 103(a).

K. Re. To claims **139, 159**: These claims contain similar features as in claim **116**. Therefore, similar rationales and references set forth are applied for rejection under 35 U.S.C.§ 103(a).

L. Re. To claim **140**: This claim contains similar features as in claim **117**. Therefore, similar rationales and references set forth are applied for rejection under 35 U.S.C.§ 103(a).

M. Re. To claim **141**: This claim contains similar features as in claim **118**. Therefore, similar rationales and references set forth are applied for rejection under 35 U.S.C.§ 103(a).

N. Re. To claim **142**: This claim contains similar features as in claim **119**. Therefore, similar rationales and references set forth are applied for rejection under 35 U.S.C.§ 103(a).

O. Re. To claim **143, 160**: These claims contain similar features as in claim **120**. Therefore, similar rationales and references set forth are applied for rejections under 35 U.S.C.§ 103(a).

P. Re. To claim **144, 161**: These claims contain similar features as in claim **121**. Therefore, similar rationales and references set forth are applied for rejections under 35 U.S.C.§ 103(a).

Q. Re. To claims **145, 162**: These claims contain similar features as in claim **122**. Therefore, similar rationales and references set forth are applied for rejections under 35 U.S.C.§ 103(a).

R. Re. To claim **146**: This claim contains similar features as in claim **123**. Therefore, similar rationales and references set forth are applied for rejection under 35 U.S.C.§ 103(a).

S. Re. To claims **147**: This claim contains similar features as in claim **124**. Therefore, similar rationales and references set forth are applied for rejection under 35 U.S.C.§ 103(a).

T. Re. To claim **148**: This claim contains similar features as in claim **125**. Therefore, similar rationales and references set forth are applied for rejection under 35 U.S.C.§ 103(a).

U. Re. To claim **149**: This claim contains similar features as in claim **126**. Therefore, similar rationales and references set forth are applied for rejection under 35 U.S.C.§ 103(a).

V. Re. To claim **150**: This claim contains similar features as in claim **127**.

Therefore, similar rationales and references set forth are applied for rejection

under 35 U.S.C.§ 103(a).

Y. Re. To claim **151, 163**: These claims contain similar features as in claim **128**.

Therefore, similar rationales and references set forth are applied for rejections

under 35 U.S.C.§ 103(a).

Conclusion

9.   Claims **106-163** are not patentable. Applicants' arguments are

unpersuasive; accordingly, **THIS ACTION IS MADE FINAL**. See MPEP

§ 706.07(a). Applicants are reminded of the extension of time policy as set forth

in 37 CFR 1.136(a).

A shortened statutory period for reply to this final action is set to expire

THREE MONTHS from the mailing date of this action. In the event a first reply is

filed within TWO MONTHS of the mailing date of this final action and the

advisory action is not mailed until after the end of the THREE-MONTH shortened

statutory period, then the shortened statutory period will expire on the date the

advisory action is mailed, and any extension fee pursuant to 37 CFR 1.136(a)

will be calculated from the mailing date of the advisory action. In no event,

however, will the statutory period for reply expire later than SIX MONTHS from

the date of this final action.

10 These references are considered pertinent to applicants' disclosure.

- Krishnan, (US Pat.6073124 – 6/06/2000), Method and system for securely incorporating electronic information into an online purchasing application

- Stefik, (US Pat. 5,715,403), discloses about a system for controlling the distribution and use of digital works having attached usage rights where the usage rights are defined by a usage rights grammar.

- Stefik et al., (US Pat. 5,629,980), discloses about a system for controlling the distribution and use of digital works.

- Van Wie et al., (US Pat. 5,943,422), discloses about a steganographic techniques for securely delivering electronic digital rights management control information over insecure communication channels.

- Ginter et al., (US Pat. 5,982,891), discloses about a system and a method for secure transaction management and electronic rights protection.

11 Any inquiry concerning this communication or earlier communications from the examiner should be directed to Cuong H. Nguyen whose telephone number is 703-305-4553 The examiner can normally be reached on Mon.-Fri. from 7:00 AM to 3:15 PM (EST).

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Ms. Wynn Coggins, can be reached on (703)308-1344.

Any response to this action should be mailed to:

Amendments

Commissioner of Patents and Trademarks
Washington D.C. 20231

or faxed to:

(703)305-7687 [Official communications; including

After Final communications labeled
"Box AF"]

703-746-5572 (RightFax) Informal/Draft communications, labeled
"PROPOSED" or "DRAFT"]

Hand delivered responses should be brought to Crystal Park 5, 2451

Crystal Drive, Arlington, VA, 7th floor receptionist.

Any inquiry of a general nature or relating to the status of this application

or proceeding should be directed to the Receptionist whose telephone number is

(703)308-1113.

Cuonghnguyen
Primary Examiner
July 26, 2003